

# RUS - WV SUPPLEMENTAL GENERAL CONDITIONS

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract Funding Agency Edition (No. 1910-8-FA, 1997 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

1. **SC 1.01 A 4** - Add the following language to the end of paragraph 1.01 A 4:

The form for Application for Payment to be used on this Project is EJCDC No. 1910-8-E modified to include the signature block for the owner's approval and agency concurrence. In addition:

- a. Form RD 1924-18, "Partial Pay Estimate", may be used for the project.
- b. Computer generated forms including all like information may be used.
- c. Work added by change order will not be considered for payment until the change order has been Agency concurrence.
- d. Quantities completed on the "Final Application for Payment", must equal the final adjusted contract quantities on unit price contracts.
- e. Two executed copies with all attachments will be provided for RUS use.

2. **SC 1.01 A 10** - Add the following language to the end of paragraph 1.01 A 10:

The Change Order form to be used on this Project is EJCDC 1910-8-B modified to include signature block for agency concurrence.

3. **SC 1.01 A 21** - Add the following language to the end of paragraph 1.01 A 21:

The ENGINEER's Consultants on this project are:

4. **SC 4.03** - Add paragraph D.

D. Differing Subsurface or Physical Conditions and Underground Utilities.

The presence of rock in any trench excavation or structure excavation shall not be defined as a differing subsurface or physical condition.

All rock shall be defined as unclassified excavation and shall be removed, without additional compensation, to allow installation of the pipe or structure.

Any undercutting of the trench to allow bedding material and the disposal of excavated rock will be described in other sections of the bidding documents.

It shall be the contractors responsibility, without additional compensation, to investigate the subsurface conditions to the extent he feels necessary in order to bid on the work responsibly.

5. **SC 5.04** - Add the following new paragraph immediately after paragraph 5.04 B:

C. The limits of liability for insurance required by paragraph 5.04 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under paragraphs 5.04 A.1 and A.2 of the General Conditions:

a. State:	Statutory
b. Applicable Federal (e.g., Longshoremen's)	Statutory
c. Employer's Liability	\$500,000

2. Contractor's General Liability under paragraphs 5.04 A 3 and A 6 of the General Conditions which shall include completed operations and product liability coverages and eliminate the exclusion with respect to property under the care, custody, and control of the Contractor:

a. General Aggregate	\$2,000,000
b. Products - Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
e. Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.	
f. Excess or Umbrella Liability	

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|----------------------|-------------|
| 1) General Aggregate | \$3,000,000 |
| 2) Each Occurrence   | \$3,000,000 |

3. Automobile Liability under paragraph 5.40 A 6 of the General Conditions:

- a. Combined Single Limit of \$1,000,000

4. The Contractual Liability coverage required by paragraph 5.04 B 4 of the General Conditions shall be provided by the CONTRACTOR as part of the CONTRACTOR'S General Liability coverage.

5. List additional types and amounts of insurance that may be required by OWNER.

6. List by name other persons or entities to be included on policy as additional insureds.

6. **SC 6.02** - Add the following new paragraph immediately after paragraph 6.02 B:

C. Wage rates. In any case where the Owner is a Public Body (Municipalities and Public Service Districts), the CONTRACTOR must pay wages at least equal to the State Prevailing Wage Rates. The Engineer will be responsible to see that current wage rates are included in the contract documents. The CONTRACTOR will be responsible for keeping a clearly legible statement of a fair prevailing wage rates posted in a prominent and easily assessable place at the job site for those projects where such rates apply.

7. **SC 6.05 C** - Amend the paragraph by making two subparagraphs under the title C. Engineer's Evaluation. The paragraph text is retitled, 6.05 C 2 After Effective Date of Agreement. A new paragraph is added before this paragraph to read as follows:

1. During Bidding. The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, or "or-equal" materials and equipment as defined in paragraph 6.05 of the General Conditions, or those substitute or materials and equipment approved by the ENGINEER and identified by Addendum. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. Request for ENGINEER's clarification of materials and equipment considered "or-equal" prior to the Effective Date of the Agreement must be received by the ENGINEER at least 5 days prior to the date for receipt of Bids. No item of material or equipment will be considered by ENGINEER as a substitute unless written request for approval has been submitted by Bidder and has been received by ENGINEER at least 15 days prior to the date for receipt of Bids. Each request shall conform to the requirements of paragraph 6.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon the Bidder. ENGINEER's decision of approval or disapproval of a proposed item will be final. If ENGINEER approves any proposed substitute item, such approval will

be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

8. **SC 6.08** - Add the following new paragraphs immediately after paragraph 6.08 A:

No extra payment will be considered for any item in connection with the Department of Transportation's requirements unless those requirements are changed to exceed the requirements contained and specified in the most current copy of the Department of Transportation's "Accommodation of Utilities on Highway Right-of-Way" publication.

9. **SC 6.09** - Add the following new paragraph immediately after paragraph 6.09A:

- B. The prime contractor will require all subcontractors to comply with the West Virginia Contractor Licensing Act. No subcontract will be awarded after October 1, 1991 to a contractor who does not have a contractor's license number.

10. **SC 12.03 A** - Add the following to the end of the paragraph.

Abnormal weather conditions are spelled out in the specifications. Consult the Engineer for clarification of bad weather days. Days are to be listed by the month as shown below:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
X	X	X	X	X	X	X	X	X	X	X	X

(You can contact State office for a count of the days per month.) Write up has to include that these days for bad weather have to be exceeded before bad weather days can be granted. For these days listed above are the allowable for each area.

11. **SC 14.02** - Add the following new paragraphs immediately after paragraph 14.02 A 3:

**Retainage Non-Resident Contractor**

In order to assure compliance with the West Virginia Code, paragraph 11-10-11 (b), retainage on non-resident contractors will not be reduced below 6% of the contract amount until such time as a tax release is received from the West Virginia State Tax Commissioner. In addition to the 6%, retainage will also be held on all *work* not completed or *defective work* as defined in Section 1.01 A (49) and Section 1.02 C (1) respectively of the General Contract Conditions.

12. **SC 14.07** - Add the following new paragraph immediately after paragraph 14.07 A 3:

Listed are the necessary documents required before final payment is made to contractors on projects financed in whole or in part by RUS. Some of the items may not be applicable on each project or in all contracts of the same project. When more than one contractor is on the same project, most of the following items will be submitted for each.

1. Final change order shall be updated and reflect the changes to correlate with the as-built drawings.
2. For project where performance and payment bonds are in effect, a "Consent of Surety as to Final Payment" is needed. When surety bonds are not provided, contractors will furnish the owner required evidence of payment in full for all materials, labor and any other items procured under the contract. Form RD 1924-10, "Release by Claimants," and/or Form RD 1924-9, "Certificate of Contractor's Release." may be used for this purpose.
3. A statement of acceptance from WVDOT stating that satisfactory repairs were made to the roadways which were disturbed during the construction period and that all expenses associated with WVDOT inspections have been paid in full.
4. A statement signed by the Design Consultant stating that the work has been inspected and that the construction was completed in accordance with the approved contract documents. Exhibit E of EJCDC No. 1910-1-FA, "Notice of Acceptability of Work," should be used for this purpose.
5. Release from the West Virginia Department of Tax and Revenue.

### 13. **SC 16.01 B** - Arbitration by Mutual Agreement

1. All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.
2. Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.
3. The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

14. **SC 18.08** - Delete paragraph 18.08 A in its entirety and insert the following in its place:

- A. Where this Contract exceeds \$100,000, CONTRACTOR shall comply with all the requirements of the Clean Air Act (42 U.S.C. Section 744) and Section 308 of the Water Pollution Control Act (33 U.S.C Section 1318) relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in Section 114 of the Clean Air Act and Section 308 of the Water Pollution Control Act and all regulations and guidelines issued thereunder after the award of the contract. In so doing the Contractor further agrees:
1. As a condition for the award of contract, to notify the Owner of the receipt of any communication from the Environmental Protection Agency (EPA) indicating that a facility to be utilized in the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities. Prompt notification is required prior to contract award.
  2. To certify that any facility to be utilized in the performance of any nonexempt contractor subcontract is not listed on the EPA list of Violating Facilities pursuant to 40 CFR Part 32 as of the date of contract award.
  3. To include or cause to be included the above criteria and the requirements in every nonexempt subcontract and the Contractor will take such action as the Government may direct as a means of enforcing such provisions.

15. **SC 18.10** - Add the following new paragraph immediately after paragraph 18.10 C:

- D. For each contract exceeding \$100,000, the CONTRACTOR shall furnish, erect and maintain one project sign in accordance with according to the specifications set forth below:

Size: 4' x 8' x 3/4"

Material: APA Rated A-B Grade-Exterior

Framing: 2" x 4" nominal on four sides and center cross bracing

Supports: 4" x 4" x 12' nominal post

Mounting: Sign is to be mounted to the 4" x 4" post with a 3/8" minimum bolt and nut, four on each side of the sign. Each bolt is to have two washers, one between the sign and the head of the bolt and the other between the post and the nut.

Erection: 4" x 4" posts are to set three to four feet deep into concrete 12" in diameter.

Paint: Face: three coats outdoor enamel (sprayed)  
Rear: one coat outdoor enamel (sprayed)

Colors: White background with black lettering except for USDA logo which will be in accordance with Exhibit 1-A.

Lettering: Silk screen enamel. Lettering sizes and positioning will be as illustrated.

Location and height of sign will be coordinated with the agency responsible for highway and street safety in the area, if any possibility exists for obstruction of traffic line of sight.

The project sign will be substantially in accordance with Exhibits 1-A and B, placed in a prominent location, and maintained in good condition until the completion of the project.

Information for items will be supplied by the Engineer/Architect.

Cost of sign, including erection and removal, shall be included in the lump sum of or unit prices bid.

16. **SC 18.12** - Add the following new paragraph immediately after paragraph 18.12 A 4:

- B. Lead Based Paints: CONTRACTORS must comply with Lead Base Paints Poisoning and Prevention Act and National Consumer Health Information and Health Promotion Act of 1976 with reference to specifications for paints used in construction.

Revised September 2004